

1016,5.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

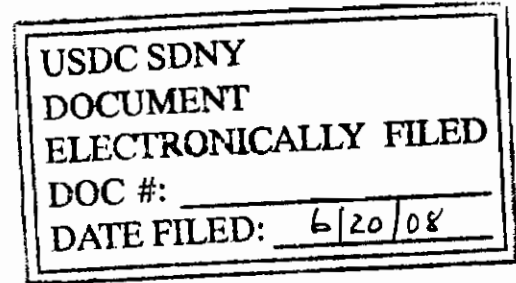
ORIX FINANCIAL SERVICES, INC., formerly :
known as ORIX CREDIT ALLIANCE, INC., :

Plaintiff, :

-against- :

JONES EQUIPMENT, INC., BONNIE L. :
JONES and WILLIAM L. JONES, :

Defendants. :



DEFAULT JUDGMENT

08 CV 1629 (DLC)

This action was commenced by the filing of a Complaint and the issuance of a Summons on February 19, 2008, and a copy of said Summons and Complaint having been served upon the Defendants JONES EQUIPMENT, INC., BONNIE L. JONES and WILLIAM L. JONES on February 20, 2008, by personal service upon Carol Nicholas, an officer of C-A Credit Corp., the agent for service of process designated by the defendants under the terms of certain promissory notes, security agreements and guaranties exercised by the defendants, copies of which are annexed to the Complaint, and the said Summons with proof of service having been filed in the Office of the Clerk of the Court on or about February 27, 2008, and the defendants having failed to file and serve an answer or motion in this action pursuant to a so ordered stipulation of the parties extending the defendants' time to answer or move to May 1, 2008, and upon plaintiff's Affidavit in Support of its Motion for Default Judgment, exhibits annexed hereto, made and sworn to by Yvonne

Kalpakoff, an officer of plaintiff with personal knowledge of the facts relating to plaintiff's claims herein; an Affirmation in Support of Plaintiff's Motion for Default Judgment of Lewis M. Smoley, a member of the law firm of Davidoff, Malito & Hutcher, LLP, attorneys for the plaintiff, with exhibits annexed thereto; a Statement of the amount of plaintiff's damages; and a Clerk's Certificate noting said defendants' default in the pleadings, all of which are submitted herewith,

NOW, on motion of LEWIS M. SMOLEY, attorney for plaintiff, it is

ORDERED and ADJUDGED:

That the Plaintiff ORIX FINANCIAL SERVICES, INC., formerly known as ORIX CREDIT ALLIANCE, INC., have judgment against the Defendants ~~JONES EQUIPMENT INC.~~ ^{INC.} BONNIE L. JONES and ~~WILLIAM L. JONES~~ in the liquidated amount of \$469,927.27, plus default interest at the rate of one fifteenth of one percent (1/15th of 1%) per diem, as provided for in the Notes executed by Defendant JONES EQUIPMENT, INC. and guaranteed by Defendants ⁹ BONNIE L. JONES and ~~WILLIAM L. JONES~~ in the aggregate amount of \$44,801.90, plus attorneys' fees (to which the plaintiff is entitled pursuant to the terms of said Notes and Guaranties), in the amount of \$4,828.44, for a total amount of \$519,557.61.

Dated: New York, New York
June 20, 2008

The plaintiff having stipulated to the settlement of the claims against Jones Equipment, Inc. and William L. Jones, as ordered on June 17, the Clerk of Court shall close the case.

U.S.D.J.